

Costs agreement & Disclosure

Last updated 14 June 2017

Client Name:	
Full Name of Entity:	
Client Code:	Invoice Number:
Email:	Contact Phone:

About this cost agreement and disclosure

1. You may accept this offer by confirming your acceptance in writing, including email, by returning a signed copy of this document or by continuing to give us instructions in this matter.
2. You have a right to be notified of any substantial change to relevant matters disclosed in this document. This document may be varied or supplemented via other correspondence between you and Cutcher & Neale.

Our Client

3. If you brief us using an adviser, agent or another person (Agent), you confirm that they are authorised to do so on their behalf and that you will obtain our advice and correspondence indirectly via your agent, and that you remain our client responsible for our fees and disbursements.
4. If we are instructed to invoice a third party, we will ultimately look to you for payment unless the third party completed and returns this document.

How our costs are calculated

5. While it is not reasonably practicable to estimate your total costs an estimate of your costs can be requested prior to starting any work.
6. Please note the fees actually invoiced may be lower or higher than an estimated amount unless there has been an agreement in relation to a fixed fee assignment.
7. If we have agreed to a fixed fee matter through this document or other correspondence, then the agreed fixed fee applies for that matter.
8. All other work, including further attendances beyond the scope of any estimate or fixed fee, is charged at the hourly fee rates reflective of the time spent by our staff. One or more of our staff will attend to your task having regard to the level of skill, experience and responsibility required. Hourly fee rates are charged in 6 minute units.

Clear and timely instructions

9. We rely on clear and timely instructions from you in order to complete your assignment. If there are lapses in instructions, we might have to review a file again and accordingly our fee estimate may be increased. We ask that you keep us informed of any changes to your instructions and provide us with all relevant documentation required.

Invoices

10. You have the right to receive an invoice. Invoices are generally rendered on an interim basis. Fees are payable within 14 days of the invoice date. By accepting this document you consent to electronic receipt of invoices by email.

Payment options

11. The invoice we provide will specify various options for payment, including EFT, Cheque and secure credit facilities.

Credit card & direct credit

12. You are responsible and liable to pay all fees and if there is more than one of you, each of you will be jointly and severally liable. While fees are in arrears, we may postpone work on outstanding instructions and/or charge interest. We are not liable for any loss or damage arising from not completing work if fees are in arrears, or if you delay in providing further instructions or in the performance of any of your other obligations. Further, we are not liable for any taxes, damages or costs arising from matters beyond our instructions. Further, any taxes, damages or costs payable by us shall be reduced to the extent that you have contributed thereto.

Sundry Matters

13. This agreement applies to all future work unless we notify you of any change.
14. You authorise us to destroy your credit card details on completion of the transaction.
15. GST of 10% is applicable to all charges unless an item is exempt.

Refund Policy

16. If you have any concerns regarding the enclosed tax invoice, please contact this office to discuss.
17. If there has been an overpayment of your account, upon request this can be returned to your nominated account.

Signed and dated by client(s):

_____	_____
Signature of client(s)	Date

Complete this section for Authority to charge card credit card

Credit Card Number: _____	exp: ____ / ____	CVV: _____
Name of card holder: _____	Amount: \$ _____	
I authorise Cutcher & Neale to charge my card as		
<input type="checkbox"/> Monthly in the amount of \$ _____	<input type="checkbox"/> Invoice arises	<input type="checkbox"/> Weekly in the amount of \$ _____